

## **APPOINTMENT AND OATH OF OFFICE OF SPECIAL DEPUTY PROSECUTING ATTORNEY**

**COMES NOW** Kevin J. McCrae, the Prosecuting Attorney for Grant County, Washington, and pursuant to the authority of RCW 36.27.040, hereby appoints Leslie C. Nellermoe of Nossaman, LLP, of Seattle, Washington, to serve as a Special Deputy Prosecuting Attorney pursuant to the terms below;

### **Section 1: PURPOSE**

The Prosecuting Attorney appoints a SPECIAL DEPUTY PROSECUTING ATTORNEY (S.D.) to perform and render legal assistance and advice relative to environmental, Superfund Site and Landfill matters, and other matters and proceedings as directed by the Grant County Prosecuting Attorney's Office (PAO). Specifically, the S.D. shall be primarily responsible for, but not limited to, the following acts:

1. Prepare all legal documents for the proper conduct of proceedings pertaining to litigation, enforcement actions and/or administrative hearings, as directed by the PAO;
2. Provide such legal guidance and assistance, supervision and consultation, including advice, with respect to the Grant County Public Works Department and environmental and landfill matters, including related insurance coverage, and provide to COUNTY legal opinions regarding these matters as may be appropriate, and as directed by the PAO;
3. Provide such legal guidance and assistance, supervision and consultation, including advice, with respect to the Grant County Planning Department and environmental and Superfund Site matters, including related insurance coverage, and provide legal

opinions regarding same matters as may be appropriate, to the COUNTY, as directed by the PAO;

4. Advise the COUNTY on State and Federal law issues relating to operating a landfill operation and matters related thereto, as appropriate;
5. Advise the COUNTY on State and Federal law issues relating to resolution of Superfund Site issues and matters related thereto, as appropriate;
6. Monitor and interpret proposed legislation likely to affect and/or impact the COUNTY's Landfill and operations related thereto, when appropriate, including development in case law, as requested by the PAO.

**Section 2:    COMPENSATION AND STATUS**

1. S.D. Will bill time at the hourly rate of Five Hundred and No/100 Dollars (\$500.00). Services are based on a one-tenth (1/10<sup>th</sup>) hour minimum.
2. S.D. will send invoices for payment of services to United States Fidelity & Guaranty Company ("USF&G") by and through its representative, Paula Rose, with copies to the COUNTY. USF&G will pay invoices for fees incurred at the hourly rate of Three Hundred Eighty and No/100 Dollars (\$380.00). The COUNTY will pay S.D. the difference between the amount invoiced and the amount paid by USF&G. Should USF&G fail, for any reason, to pay S.D.'s invoices, the COUNTY will pay the invoices, and may seek reimbursement from either the carrier or other potentially liable parties. PROVIDED, S.D. will provide all necessary materials and information to the COUNTY in the event the COUNTY should seek reimbursement from either the carrier or other potentially liable parties.
3. S.D. will send invoices for insurance coverage matters to the COUNTY which will pay the invoices directly.
4. S.D. will also be reimbursed for direct out-of-pocket expenses, including long distance calls, postage, courier costs, document preparation, photocopies, depositions, transcriptions, resource materials, computer on-line services, cellular telephone and fax expenses, and other expenses reasonably related to services provided by S.D., but not more than once a month.
5. Monthly bills and a case status update shall be submitted to the Civil Deputy Prosecuting Attorney for tracking and payment by COUNTY. Furthermore, the S.D. shall specifically keep the Grant County Civil Deputy Prosecutor Attorney apprised of all matters concerning this case, as if the S.D. were in-house counsel for COUNTY.

**Section 3: TERM**


This Agreement may be terminated by either party giving written notice thereof. The COUNTY may provide notice of immediate termination. S.D. shall provide thirty (30) days' notice.

This Agreement shall be in full force and effect from appointment through December 31, 2023, unless otherwise terminated or extended by the parties.

**Section 4: CONFLICTS OF INTEREST**

Notwithstanding anything to the contrary contained herein, S.D. shall not and shall have no obligation to provide legal services under this Agreement, where to do so, would or could reasonably be construed to rise to a conflict of interest under the Washington Rules of Professional Conduct (RPC). In any instance in which S.D. is prohibited from providing legal services under this Agreement by reason of an actual or potential conflict of interest, S.D. shall have no duty or obligation to provide the Prosecuting Attorney for Grant County, Washington, Grant County, or any other party or third-party with conflict counsel.

DATED this 20<sup>th</sup> day of Jan 2023.

  
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Kevin J. McCrae, WSBA #43087  
GRANT COUNTY PROSECUTING ATTORNEY

**BOARD OF COUNTY COMMISSIONERS  
GRANT COUNTY, WASHINGTON**

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Rob Jones, Chair

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Cindy Carter, Vice-Chair

**ATTEST:**

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Barbara J. Vasquez  
Clerk of the Board

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Danny Stone, Member

STATE OF WASHINGTON)

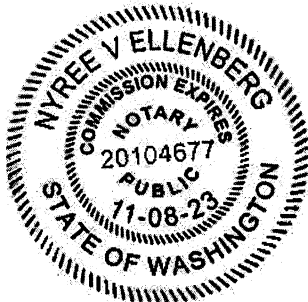
County of KING ) ss.  
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I, Leslie Nellerhoe, do solemnly swear that I will support and defend the Constitution and Laws of the United States and the constitution and Laws of the State of Washington and that I, as well as attorneys of Nossaman, LLP., will faithfully and impartially perform and discharge the duties of a Special Attorney for Grant County, Washington, to the best of my ability.



**Leslie Nellerhoe WSBA #8758**  
**Special Deputy Prosecuting Attorney**

Subscribed and sworn to before me this 24th day of January 2023.



Nyree V. Ellenberg  
Notary Public in and for the State of  
Washington  
Residing at Federal Way, WA  
My appointment expires:

November 8, 2023